

IN THE UNITED STATE DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

ESTATE OF WILLIAM JOEL DIXON AND
DONNA DIXON, on Behalf of the Wrongful
Death Beneficiaries of William Joel Dixon

PLAINTIFF

VS.

CIVIL ACTION NO.: 1:17-cv-263-HSO-RPM

GEORGE COUNTY, CITY OF LUCEDALE,
AND CARMON SUE BRANNAN,
In Her Individual Capacity

DEFENDANTS

GEORGE COUNTY AND CARMON SUE BRANNAN'S
RULE 68 OFFER OF JUDGMENT

Come now George County, Mississippi and Carmon Sue Brannon, by and through counsel, and pursuant to Rule 68 of the Federal Rules of Civil Procedure, make the following offer of judgment in complete relief of this matter.

1. George County hereby offers to allow Plaintiff to take a judgment against them on all pending claims asserted and relief sought in this litigation for the sum of \$2,750,000.00. This amount includes all damages sought in Plaintiff's Complaint against George County and Carmon Sue Brannon (compensatory, punitive or otherwise) costs and expenses now accrued as well as attorney's fees (whether pursuant to 42 U.S.C. §1988 or otherwise).

2. Payment shall be made as follows: \$1,000,000.00 within fourteen (14) days of the Entry of Judgment; and \$1,750,000.00 within sixty (60) days of the Entry of Judgment.

3. Defendants specifically state this offer of judgment provides complete relief and includes all costs, expenses and attorney's fees sought whether by statute or common law. See, *Marek v. Chesny*, 473 U.S. 1 (1985).

4. If Plaintiff rejects a timely pretrial settlement offer and the judgment finally obtained is "not more favorable than the offer," Rule 68 requires the offeree to "pay the costs incurred after the making of the offer." Fed. R. Civ. P. 68(d).

5. Here, the offer includes costs, expenses and attorney's fees under 42 U.S.C. § 1988 or otherwise and, "such fees are subject to the cost-shifting provision of Rule 68." *Marek*, 473 U.S. at 9 ("Civil rights plaintiffs ... who reject an offer more favorable than what is thereafter recovered at trial will not recover attorney's fees for services performed after the offer is rejected."); *Int'l Nickel Co., Inc. v. Trammel Crow Distrib. Corp.*, 803 F.2d 150, 157 (5th Cir. 1986) (recognizing this rule and citing *Marek*); *Wright, Miller & Marcus, Fed. Prac. & Proc.* § 3006.2 (where statute defines attorney's fees as part of costs, "a plaintiff who declines a Rule 68 offer and fails to obtain a more favorable judgment may not recover attorney's fees for post offer legal work, just as it may not recover other post offer costs"). If Plaintiff fails to obtain a verdict more favorable than the offer of judgment, Plaintiff may not recover any attorney's fees and shall pay the County's costs and attorney's fees.

6. Pursuant to Rule 68, Plaintiff shall have fourteen (14) days after the service of this offer to serve written notice that the offer is accepted. The offer is withdrawn and expires if Plaintiff fails to serve written notice of acceptance within fourteen (14) days of the offer.

7. This offer of judgment is intended to fully and finally resolve the claims and causes of action alleged by Plaintiff against George County and Carmon Sue Brannan and is not to be construed as an admission that these Defendants are liable in this action to Plaintiff or any other person or as an admission that Plaintiff or any other person has suffered any damages as alleged.

DATE: May 13, 2022.

Respectfully submitted,

GEORGE COUNTY

BY:


One of Its Attorneys

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BY:


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CERTIFICATE

I, the undersigned of Allen, Allen, Breeland & Allen, PLLC, hereby certify that on this day, I mailed the foregoing Offer of Judgment via email and the U.S. Postal Service to the following:

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This the 12 day of May, 2022.



OF COUNSEL